1944 K File No. Agn. Misc/44

Legal DEPARTMENT Part I

E BRANCH

Examined MM 4/6/56

Subject:—

Miscellaneous

Agreements

Scrutiny of:—

PHE

[For Subsequent pps. Pl. see Pt. II]

File No. Agn. Misc/44

Std. Scott. Slip 21 B a.

Part I

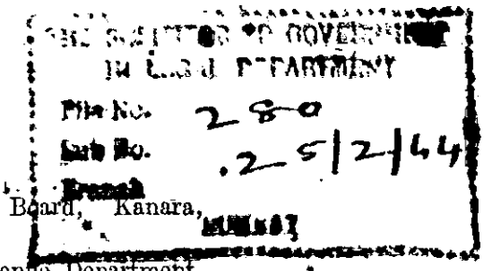
I-E

GOVERNMENT OF BOMBAY.

REVENUE DEPARTMENT.

Resolution No. 8791/38.

Bombay Castle, 28th January 1944.



Letter from the Collector and Chairman, Rural Development Board, Kanara, No. 7263, dated the 17th August 1943:—

"With reference to paragraph 2 of Government Resolution, Revenue Department, No. 985/28, dated the 21st December 1942, I have the honour to submit herewith a copy (in triplicate) of the proceedings of the meeting of the Forest Advisory Committee held on 28th July 1943. The resolution passed by the Committee was approved by the District Rural Development Board in its meeting held on 29th July 1943."

"PROCEEDINGS OF THE FOREST ADVISORY COMMITTEE MEETING HELD ON 28TH JULY 1943.

Members present.

Officials—

1. The Collector of Kanara (Chairman).
2. The Divisional Forest Officer, W. D., Kanara.

Non-officials—

3. Mr. D. S. Naik, Vice-President, D. L. B., Kanara.
4. Mr. B. M. Basrur.
5. Mr. A. D. Palekar, M.A.
6. Mr. A. R. Yellapurkar.

The Chairman suggested that the following clauses may be inserted in the agreement executed by the strip grantee:—

(1) Since trees of the reserved species (except Sandalwood, teak and blackwood) worth Rs. *according to the market value as fixed by the Divisional Forest Officer are granted free to cover the cost of clearance, I/we undertake to keep the strip clear of undergrowth successively for five years from 1st of January following the date of this agreement, failing which I/we bind myself/ourselves to pay the price of the trees granted free.

(2) In case I/we fail to pay the amount stipulated above I/we hereby agree that the said amount shall be recoverable from me/us or my/our heirs, executors, assignees, etc., as if it were arrears of land revenue.

(3) I/We do agree to preserve the demarcation plates showing forest boundaries and the trees to which such plates have been attached.

Referring to items (1) and (2) the Chairman explained that such penal clauses were necessary to be inserted in the agreement in order to prevent abuse of the Supa concessions and to facilitate clearance policy in Kanara.

The proposal was then unanimously accepted.

(Signed) W. N. BAKHTIYAR,
Collector of Kanara."

Letter from the Chief Conservator of Forests, No. 40/3132, dated the 16th October 1943:—

"I agree that the clauses suggested for insertion in the agreement to be executed by strip grantees are necessary and recommend that Government may be moved to approve them.

"2. In this connection I enclose herewith a copy of letter No. 24/4/392, dated 30th September 1943, from the Conservator of Forests, Southern Circle, who suggests that the value of the reserved species to be granted free to cover the cost of clearance should be the market value as fixed by the Divisional Forest Officer and that the cancellation of the grant for any reason should not relieve the grantee from liability to pay the market value of the reserved trees removed by him. I support the Conservator's suggestions and recommend them for the approval of Government."

Memorandum from the Commissioner, S. D., No. V.L.T.S.R. 186, dated the 3rd November 1943.

Government reference dated the 24th December 1943, to the Solicitor to Government.

Memorandum from the Solicitor to Government No. 148, dated the 8th January 1944:—

"The draft form of agreement* as amended is in order. At the end of the said agreement I have added the draft surety bond to be executed by the sureties."

*Printed as an accompaniment to this Resolution.

RESOLUTION.—The additions proposed by the Commissioner to the form of agreement to be executed by the individuals or associations undertaking the clearance of the forest areas are approved.

2. The individual or the association executing the agreement bond should be required to furnish security of two persons owning lands worth the value of the reserved trees allowed to be removed and the form should provide for joint and several liability of the grantees and the sureties so that the effective enforcement of the penalty clause may act as a safeguard against misuse of the concession.

3. The draft form of agreement as amended by the Solicitor to Government is approved.

By order of the Governor of Bombay,

M. J. DESAI,
Secretary to Government.

G. R., No. 8791/33, R. D., dated the 28th January 1944.

To

The Commissioner, S. D.,
The Collector and Chairman, Rural Development Board, Kanara
The Chief Conservator of Forests,
The Conservator of Forests, S. C.,
The Solicitor to Government,
The Accountant General,
The Finance Department,
The Legal Department.

Accompaniment to Government Resolution, Revenue Department, No. 8791/33, dated the 28th January 1944.

Form of agreement to be taken from the individuals or associations undertaking the clearance of the forest areas. (Quadruplicate, one for the individual or association, one for the Divisional Forest Officer, one for the Mamlatdar or Mahalkari and one for Prant).

Whereas I/we the undersigned individual/members of the Village Association have been given permission to effect clearance of forests round habitation/cultivation to the extent shown below, I/we hereby agree with the Governor of Bombay hereinafter called "Government" to abide by the conditions hereafter stated.

Particulars of the strip to be cleared.

District Kanara, Taluka/Petha

Name of the village

Kind of the forest (Reserved, Protected, Minor, etc.) to be cleared

Approximate width from habitation/cultivation and the area (in acres) to be cleared

Boundaries

Sketch map showing the areas cultivated/inhabited and cultivable and uncultivated and the areas to be cleared.

Conditions.

I/We shall preserve till disposed of by the Forest Department all trees of the reserved species shown in the margin in the area allowed for clearance.

I/We hereby undertake to clear the area within two years from the date of demarcation and to maintain it free of undergrowth year after year.

Trees to be preserved.	Number
1. Sandalwood	
2. Teak	
3. Blackwood	
4. Karimuttal	
5. Matti	
6. Nandi	
7. Honne	

Trees given free.	No.	Value. Rs. a. p.
1. Karimuttal		
2. Matti		
3. Nandi		
4. Honne		
Total ...		

Since trees of the reserved species (except sandalwood, teak and blackwood) worth Rs. according to the market value as fixed by the Divisional Forest Officer are granted free to cover the cost of clearance, I/we undertake to keep the strip clear of undergrowth successively for five years from the 1st January following the date of this agreement, failing which I/we bind myself/ourselves to pay the price of the trees granted free.

In case I/we fail to pay the amount stipulated above I/we hereby agree that the said amount shall be recoverable from me/us or my/our heirs, executors, assignees, etc., as arrears of land revenue.

If I/we want to use fire for clearing the strip I/we will obtain previous permission of the Divisional Forest Officer Kanara and act according to the instructions of the Forest Department subordinates in doing so.

Due precautions will be taken to prevent the spread of the fire to the adjoining forest and I/we shall be liable for damages in the case of negligence on my/our part to guard against the spread of fire.

Kumri cultivation in the strip will be done during only the first two years after clearance with the previous permission of the Prant Officer. Further permission will be obtained on application to the Prant Officer, if further cultivation is to be taken up in that strip.

I/We agree to pay the prescribed fees at per acre for the area allowed for kumri cultivation.

I/We hereby undertake to fix the boundary marks at my/our cost within two months from the date of demarcation by the village officers.

I/We do agree to preserve the demarcation plates showing forest boundaries and the trees to which such plates have been attached.

If I/we commit a breach of any of the above conditions Government will be entitled to cancel the said permission and to terminate this agreement without giving any notice. The cancellation of the permission and the termination of this agreement for any reason shall not relieve me/us from the liability to pay the market value of the reserved trees removed or any other liability incurred before the termination of this agreement.

Date.

(Sd.)

Before me.

Head Karkun, Mahalkari or Mamlatdar.

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We .... hereby declare ourselves sureties for the abovenamed ..... and give the guarantee that he/they shall do and perform all that he/they has/have undertaken to do and perform, and in case of his/their making default therein, we hereby bind ourselves jointly and severally to pay to the Governor of Bombay hereinafter called "Government" the sum of Rs. ..... or such other lesser sum as shall be deemed to be sufficient by the Divisional Forest Officer to cover any loss or damage which Government may sustain by reason of such default. And we agree that Government may, without prejudice to any other rights or remedies of Government, recover from us the said sum as an arrear of land revenue.

Dated this day of 19

Signed by abovenamed sureties in the presence of)
)

'Head Karkun, Mahalkari or Mamlatdar.

No. of 1944.

Copy forwarded for information and guidance to

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file in L/44
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Mr.
Patil.

A/G N. Misc
26/2/44